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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

In re GOOGLE DIGITAL PUBLISHER ANTITRUST LITIGATION	No. 5:20-cv-08984-BLF **PUBLISHER PLAINTIFFS' OPPOSITION TO APPLICATION OF GIRARD SHARP LLP FOR APPOINTMENT AS INTERIM LEAD COUNSEL (*DIGITAL ADVERTISING*, DKT. 102)** [Hearing information for Publisher Plaintiffs' Motion for Appointment of Interim Co-Lead Class Counsel (*Digital Advertising*, Dkt. 101)] Date: April 1, 2021 Time: 9:00 a.m. Courtroom: 3, 5th Floor, San Jose Judge: Hon. Beth Labson Freeman

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INTRODUCTION

The law is clear that when distinct plaintiff groups have conflicting positions, courts should appoint separate lead counsel from the outset. Here, both publishers and advertisers, like all sellers and buyers, have interests that are fundamentally adverse. While both groups want to pay less to Google, publishers want advertisers to pay more for their ad spaces, and advertisers want to pay less to publishers for that ad space. That conflict will play out in every stage of this case as each group seeks a larger share—at the expense of the other—of the total artificial inflation of the "take rate" Google, as the middleman, extracts from each ad sale by virtue of its anti-competitive conduct. But Google's total take rate is only a part of the focus of each group. Rather, publishers and advertisers participate in different markets and allege separate, only partially overlapping, anti-competitive conduct that each asserts has harmed both classes, but in different and fundamentally contradictory ways. Accordingly, each group must have entirely separate representation to pursue its interests vigorously.

PROCEDURAL BACKGROUND

On February 9, the Court instructed "[t]he publisher plaintiffs—namely, the *Sweepstakes*, *Genius Media*, *Sterling*, and *Astarita* plaintiffs, to "file applications for appointment of a leadership committee and lead interim counsel." *In re Google Digital Advertising Antitrust Litig.*, No. 5:20-cv-03556-BLF (N.D. Cal.) ("*Digital Advertising*"), Dkt. 89 at 1.On February 25, the *Sweepstakes*, *Genius Media*, and *Sterling* plaintiffs—along with the plaintiffs in related cases *JLaSalle Enterprises LLC v. Google LLC*, No. 5:21-cv-00748-BLF, and *Mikula Web Solutions, Inc. v. Google LLC*, No. 5:21-cv-00810-BLF—filed a joint motion to appoint the law firms of Boies Schiller Flexner LLP, Korein Tillery LLC, and Berger Montague PC ("Proposed Interim Co-Lead Publisher Class Counsel") as interim co-lead counsel for the proposed publisher class, and the law firms of Kirby McInerney LLP and Gustafson Gluek PLLC to serve along with Proposed Interim Co-Lead Publisher Class Counsel as members of the Publisher Class Leadership Committee. *Digital Advertising*, Dkt. 101.

Even though the Court's February 9 order refers to only interim leadership applications for the proposed Publisher Class, Girard Sharp LLP ("Girard Sharp") submitted an application asking

the Court "to appoint the firm (1) as interim lead counsel for the advertiser plaintiffs, supported by a steering committee of advertiser counsel John Radice of the Radice Law Firm, PC and Archana Tamoshunas of Taus, Cebulash & Landau, LLP, and (2) as a member of the interim leadership team for the publisher plaintiffs, with the firm playing a coordinating function across the claims." *Digital Advertising*, Dkt. 102 ("Sharp Application").[1] Girard Sharp represents two advertiser plaintiffs (Hanson Law Firm, PC and Surefreight Global LLC d/b/a Prana Pets) in *Digital Advertising*, and the publisher plaintiff, Mark Astarita, in *Astarita* (Sharp Application at 1), which was filed three weeks after the *Sweepstakes* and *Genius Media* complaints.[2] Advertiser plaintiff Vitor Lindo also filed a motion seeking the appointment of his counsel, Tina Wolfson and Rachel Johnson of Ahdoot & Wolfson, PC, as interim lead counsel for the proposed advertiser class. *Digital Advertising,* Dkt. 103 ("Ahdoot Wolfson Application").

The publisher plaintiffs in *Sweepstakes*, *Genius Media*, *Sterling*, *JLaSalle*, and *Mikula Web* (collectively, the "Publisher Plaintiffs")—which comprise seven of the eight named publisher plaintiffs in this litigation—take no position on the Sharp Application's first request regarding the composition of any interim leadership structure for the proposed advertiser class. Publisher Plaintiffs do, however, oppose the Sharp Application's request that the Court appoint Girard Sharp "as a member of the interim leadership team for the publisher plaintiffs, with the firm playing a coordinating function across the claims." As explained in the Publisher Plaintiffs' Application, class counsel owe their proposed class members a duty of loyalty, and insurmountable conflicts exist between the proposed publisher and advertiser classes that prevent Girard Sharp from simultaneously serving in a leadership role for both. *See* § I.A., *infra*. The Adhoot Wolfson Application concurs, citing "the potential tensions highlighted by counsel for the publisher class." Adhoot Wolfson Application at 1. Following "consultation with a complex litigation ethics scholar," Adhoot Wolfson concludes that "it is in the best interest of the advertiser class to be represented by counsel with a duty of loyalty to this class only in the top tier of leadership." *Id.*

[1] Notably, the Sharp Application was filed on only the *Digital Advertising* docket, and does not include the captions of the publisher cases, even though Girard Sharp seeks to represent the publisher class.

[2] It bears repeating that no publisher plaintiff has brought claims in the *Digital Advertising* case.

The conflicts between the proposed publisher and advertiser classes, along with sound case management practices, require entirely separate interim lead counsel for the two classes, with a discovery coordination committee comprised of counsel from both classes.

ARGUMENT

I. Girard Sharp Cannot Serve As Interim Lead Counsel for Both the Publisher and Advertiser Classes.

The "most important" factor when determining interim lead counsel is "achieving efficiency and economy without jeopardizing fairness to the parties." Manual for Complex Litigation (4th ed.) § 10.221. Here, fairness requires that the proposed publisher class and the proposed advertiser class each have independent interim lead counsel to make decisions based on the unique interests of their respective class clients and to insulate the ultimate results achieved from any claim of divided loyalties. As the Supreme Court has made clear, "An attorney who represents another class against the same defendant may not serve as class counsel." *Ortiz v. Fibreboard Corp.*, 527 U.S. 815, 856 (1999) (citing *Moore's Federal Practice* § 23.25(5)(e), p. 23–149 (3d ed. 1998)).

Indeed, in part because absent class members are not before the court, class counsel owe a special duty of loyalty to the classes they seek to represent. Many courts have held class counsel *to an even higher standard* than in the non-class context, barring class counsel from engaging in representation outside the class action that could present even the *appearance* of a conflict of interest. *See Kayes v. Pac. Lumber Co.*, 51 F.3d 1449, 1465 (9th Cir. 1995) ("The responsibility of class counsel to absent class members whose control over their attorneys is limited does not permit even the appearance of divided loyalties of counsel." (quoting *Sullivan v. Chase Inv. Servs. of Boston, Inc.*, 79 F.R.D. 246, 258 (N.D. Cal. 1978)); *Baas v. Dollar Tree Stores, Inc.*, 2008 WL 906496, at *2 (N.D. Cal. Apr. 1, 2008) (same). This duty of loyalty attaches prior to the class certification stage to protect proposed class members at all stages of the case. *Neilson v. Union Bank of California, N.A.*, No. 02-cv-06942-MMM, 2003 WL 27374138, at * 6 (C.D. Cal. Aug. 12, 2013) ("prohibition against representing conflicting interests simultaneously extends to the representation of putative class members"); *see also* Manual for Complex Litigation, 4th ed. §

21.12 ("Rule 23 and the case law make clear that, even before certification or a formal attorney–client relationship, an attorney acting on behalf of a putative class must act in the best interests of the class as a whole").

Although publishers and advertisers challenge similar anticompetitive conduct by Google, the two classes are distinctly situated for purposes of injury and damages, and the damages they seek in their respective complaints overlap, placing the two groups in direct conflict with each other. Moreover, the Publisher Plaintiffs' complaints focus on anticompetitive conduct and harm largely stemming from Google's publisher Ad Server—*which advertisers do not use*. In light of these conflicts, Girard Sharp cannot simultaneously have an undivided loyalty to each class. *See* Adhoot Wolfson Application at 1. The Sharp Application dismisses these conflicts as "hypothetical" and cautions against "manufacturing potential conflicts," Sharp Application at 6, but they have already manifested themselves on the face of the pleadings. The publisher class is entitled to counsel that fully recognize and embrace their obligations to publisher class members at every step.

A. Publishers and Advertisers Have Inherently Conflicting Positions Regarding Anticompetitive Harm.

The Publisher Plaintiff and *Digital Advertising* complaints do not allege uniform conduct that harmed both advertisers and publishers, but a variety of types of behavior, some of which are and were aimed at and predominantly affected publishers, and some of which are and were aimed at and predominantly affected advertisers. For example, the Publisher Plaintiffs' complaints focus predominantly on the publisher Ad Server market and conduct directed at publishers through that market, such as Google's header bidding manipulations, *see, e.g.*, *Genius Media* Compl. ¶¶ 53–56; *Sterling* Compl. ¶¶ 103–15; *JLaSalle* Compl. ¶¶ 84–94; *Sweepstakes* Compl. ¶¶ 107–10; *Mikula* Compl. ¶¶ 84–94, and its tying or bundling of its publisher Ad Server with advertising-placement services, *e.g.*, *Genius Media* Compl. ¶¶ 60–64; *Sterling* Compl. ¶ 145; *JLaSalle* Compl. ¶¶ 60–61; *Sweepstakes* Compl. ¶¶ 137–40; *Mikula* Compl. ¶¶ 60–61, which are directed at publishers and uniquely harm publishers. Not surprisingly, because advertisers do not use Google's publisher Ad Server, allegations concerning that product are missing from the amended complaint in *Digital*

Advertising, which emphasizes Google's anticompetitive conduct with respect to search and data suppression and manipulation. Contrary to the Sharp Application's assertion, these differences do not merely go toward a "hypothetical pot of damages," Sharp Application at 6, but implicate each class's unique theory of anticompetitive conduct and injury.

These important differences do not relate solely to "damage theories one group or the other *may* eventually posit." Sharp Application at 6 (emphasis added). The multiple conflicts exist now, on the face of the pleadings, and will continue to manifest as the case proceeds. For example, the Publisher Plaintiffs allege that Google's conduct may have actually "*benefitted* advertisers." *Genius Media* Compl. ¶ 105 (emphasis added). Specifically, the Publisher Plaintiffs claim Google's use of a first-in-line privilege and a last-look option *suppressed* bids by advertisers on publisher inventory. *Id.* ¶ 50. In other words, some advertisers paid less for the same impressions than they would have in the but-for world without Google's anti-competitive conduct, resulting in lower revenues for publishers. Similarly, the proposed publisher class contends that Google's efforts to disadvantage rivals in the Ad Exchange and Ad Network markets drive more share to Google's Ad Exchange and Ad Network and thus more impressions to the advertisers who used Google's advertising services to place ads on websites—*i.e.*, the plaintiff advertiser class, *see, e.g.*, *Sterling* Compl. ¶¶ 83–84—at the expense of advertisers who do not use Google's ad tech services. *See, e.g.*, *Genius Media* Compl. ¶¶ 49–52; *JLaSalle* Compl. ¶¶ 76–77. At bottom, each class's interests cannot be "entirely aligned in maximizing the amount of total damages," Sharp Application at 6, if one class contends that some members of the other may have benefitted from Google's conduct.

Moreover, even if the conflicts between the classes were limited to a "pot of damages" (which, for reasons described above and in the Publisher Plaintiffs' Application, they are not), those conflicts would still require separate representation between the two classes because they are not, as the Sharp Application contends, "hypothetical." Sharp Application at 6. In connection with each sale of publishers' digital display ad space, Google takes a percentage of advertisers' payments for itself—what is referred to as the "take rate." *See, e.g.*, *Digital Advertising* Am. Compl. ¶ 43. Publishers claim that some portion of the take rate is an overcharge that Google

imposes on publishers due to the anticompetitive conduct challenged in the Publisher Plaintiffs' complaints; advertisers claim that some portion of that same take rate is an overcharge that Google imposes on advertisers. *Compare Sterling* Compl. ¶ 14 *with Digital Advertising* Am. Compl. ¶¶ 13, 18, 23. Although both publishers and advertisers will seek to show that Google's take rate was higher than it would have been absent the challenged conduct, each group will hotly contest how that overpayment should be allocated as between the publisher and advertiser classes. Indeed, the advertiser complaint alleges that advertisers "largely" bear the overcharge. *See Digital Advertising* Am. Compl. ¶ 125 (price increases for display advertising inventory "resulted in substantial part from Google's consolidation of the intermediation services market and Google's price increases for those services, and *were largely borne by advertisers* who paid Google for those services to broker the placement of their display ads" (emphasis added)). The Publisher Plaintiffs disagree. *See, e.g.*, *Genius Media* Compl. ¶ 91 (the "harm to competition" is felt "*particularly by publishers* but also by advertisers" (emphasis added)). Thus, decisions regarding publishers' litigation strategy should not be influenced (or infiltrated) by counsel who has already expressed a position adverse to the publisher class.[3] These contradictory allegations are fundamental, non-speculative, have already been articulated in the pleadings, and are likely only to magnify as the case proceeds to class certification where the conflicting impact and damages theories of each group will take center stage.

B. The Sharp Application Ignores Well-Established Case Law Requiring Separate Representation.

The Publisher Plaintiffs' Application details how courts, including those in the Ninth Circuit, have routinely appointed separate lead counsel in similar situations. The Sharp

[3] This is not merely academic. Publisher Plaintiffs would not want advertiser counsel to be present when they are working with their experts on core theories of impact and damages, and in particular, on analyses that explore the relative overcharge incurred by the publishers versus the advertisers. Advertiser counsel would be obliged, out of a duty to loyalty to their advertiser clients, to share their knowledge of the publishers' damages theories even where, indeed especially where, the publishers' and advertisers' approaches are in conflict. This type of dilemma would play out in countless ways as this case moves through fact and expert discovery, class certification, and trial.

Application attempts, unsuccessfully, to distinguish those types of cases from this one, arguing that "Google's increasing power on each side of the market enhanced its power on both sides," and that "market reality . . . distinguishes the posture here from the direct vs. indirect purchaser situation warranting separate representation in most antitrust cases against price-fixing cartels." Sharp Application at 5. If anything, however, the "market reality" here—with publishers and advertisers on separate sides of the same transactions and thus fighting over the same pool of overcharges—provides a stronger basis for separate representation than in the direct/indirect purchaser context. Direct purchaser claims are brought under federal antitrust law, which permits 100% recovery of the overcharge incurred even if some of that overcharge is "passed on" to indirect purchasers. *Illinois Brick Co. v. Illinois*, 431 U.S. 720, 745–46 (1977). At the same time, indirect purchasers can recover for the entire amount of the overcharge that the direct purchasers pass on to them under multiple state antitrust statutes. *Id*. The law, however, eliminates this potential conflict because it allows "double recovery" of the same overcharge. *California v. ARC Am. Corp.*, 490 U.S. 93, 96–97 (1989). In contrast, in this case, both publishers and advertisers will be fighting over their respective shares of the exact same overcharge, and Google will certainly argue that double recovery is not allowed.

The situation here is analogous to those in the actions in this District against each of Google and Apple relating to their app store transactions. In those cases, developers and consumers likewise have a seller-buyer dynamic, and both seek to recover for Google's and Apple's purported supra-competitive take rate. Consistent with that recognition, this District's courts have appointed separate interim leadership for each of developers (who sell products on the app stores) and consumers (who buy products on the app stores). *E.g., In re Google Play Developer Antitrust Litig.*, No. 3:20-cv-5792, Dkt. 79 (N.D. Cal. Dec. 11, 2020) (appointing three firms as co-lead counsel for developers in a Section 2 case seeking to recover a portion of a 30% transaction fee charged for app store and in-app purchases); *In re Google Play Consumer Antitrust Litig.*, No. 3:20-cv-5761, Dkt. 128 (N.D. Cal. Dec. 16, 2020) (appointing two firms as co-lead counsel, a liaison counsel, and three additional firms to a steering committee to represent consumers seeking to recover a portion of the same 30% transaction fee charged for app store and

in-app purchases); *In re Apple iPhone Antitrust Litig.*, No. 11-cv-6714, Dkt. 34 (N.D. Cal. Apr. 9, 2012) (appointing interim lead counsel for consumers in a Section 2 case seeking to recover a portion of the 30% transaction fee Apple charges on in-app and app store purchases as an overcharge); *Cameron v. Apple, Inc.*, No. 3:19-cv-3074, Dkt. 65 (N.D. Cal. Oct. 10, 2019) (appointing interim lead counsel to represent developers seeking to recover a portion of the same 30% transaction fee Apple charges on in-app and app store purchases as an overcharge). In this case, conflicts arise because advertisers are buyers of publisher ad space, and publishers are sellers of that space. Just like developers and consumers in an app store, or merchant and customer in a bazaar, there are competitive circumstances where a "better" outcome for the advertiser can be a "worse" outcome for the publisher.

The Sharp Application also asserts that "this case does not present a past vs. future harm conflict as in cases like *Ortiz v. Fibreboard Corp.*, 527 U.S. 815 (1999)." Sharp Application at 5. The Sharp Application cannot, and does not, explain how that distinction undercuts the central principle of *Ortiz*: "Class counsel may not consistent with *Ortiz* represent an entire class if subgroups within the class have interests that are significantly antagonistic to one another." *In re Cmty. Bank of N. Va. Mortg. Lending Practices Litig.*, 795 F.3d 380, 393–94 (3d Cir. 2015). Indeed, publisher allegations that they receive too little for ad space inventory and pay the lion's share of Google's allegedly inflated take rate, contrasted with advertiser allegations that they pay too much for ads and *also pay* the lion's share of Google's allegedly inflated take rate, are present antagonisms that have already manifested themselves and are certain to be exacerbated as the case proceeds.

The Sharp Application also cites *In re Treasury Sec. Auction Antitrust Litig.*, No. 15-md-2673-PGG, 2017 WL 10991411, at *3 (S.D.N.Y. Aug. 23, 2017), but there the "futures-only" plaintiffs (which referred *not* to present versus future claimants, but to the *product* that group purchased—commodities futures contracts) alleged nothing about a conflict between groups with current and future damages, but instead argued that "claims brought under the Sherman Act and the Commodity Exchange Act contain separate elements." *Id.* at *3. The "futures-only" plaintiffs conceded that their claims amounted to "a subclass . . . within a broader class" alleging the same

conduct giving rise to the same harm, but argued that because the "futures-only" plaintiffs purchased Treasury Futures contracts, they could also bring claims under the Commodity Exchange Act, and thus required separate representation. *See In re Treasury Sec. Auction Antitrust Litig.*, No. 15-md-2673-PGG, Dkt. 82 at *3–4 (S.D.N.Y. Sept. 2, 2016) (Futures-Only Plaintiffs' Application for Interim Lead Counsel). In denying that request, the court reasoned: "That claims brought under the Sherman Act and the Commodity Exchange Act contain separate elements does not mean that a conflict between class members exists." *Treasury Sec. Auction Antitrust Litig.*, 2017 WL 10991411, at *3. Significantly, while they may require distinct elements of proof, Sherman Act and Commodity Exchange Act claims are still based on the same underlying factual allegations that are not in conflict. That is not the case here—Publisher Plaintiffs seek counsel separate from the advertiser class not because they have alleged a separate claim with a unique element, but because actual *factual* conflicts exist on the face of the pleadings—conflicts that are likely to be a focal point as the case proceeds through discovery to class certification, expert reports, and trial.

II. *Digital Advertising* Counsel Have Not Advanced Publisher Claims in This Litigation.

The Sharp Application asserts that "Girard Sharp sued Google on behalf of publishers before the DOJ or state attorneys general filed enforcement actions and half a year before any other publisher plaintiff brought monopoly claims." Sharp Application at 7. It ignores that, although Girard Sharp may have *purported* to bring suit on behalf of a class of advertisers and publishers in *Digital Advertising*, it failed to name a publisher plaintiff throughout that same half year. The *Astarita* lawsuit was not filed until three weeks after *Sweepstakes* and *Genius Media* were filed, and it nevertheless largely parrots the advertiser-centric allegations of the *Digital Advertising* complaint.

In light of that history, there is no credible claim that counsel for the advertiser class spearheaded the investigation of allegations unique to the proposed publisher class. The Publisher Plaintiffs' complaints turn on Google's abuse of its publisher Ad Server, including how Google uses its publisher Ad Server and Ad Exchange/Ad Network in conjunction to harm competition.

See Genius Media Compl. ¶¶ 2–14, 34–95; *Sterling* Compl. ¶¶ 33–40, 66–144. The advertiser plaintiffs in *Digital Advertising* do *not* use publisher Ad Servers, and thus allegations and claims concerning Google's abuse of its publisher Ad Server—the product fundamentally at issue in Publisher Plaintiffs' cases—are missing from that complaint. *See generally Digital Advertising* Am. Compl.

Moreover, no counsel applying for lead counsel status in this matter can lay claim to being the mastermind behind identifying and investigating Google's anticompetitive conduct or its status as a monopolist. These lawsuits come on the heels of years of regulatory investigations in the United States and around the world. The academic literature is replete with articles detailing Google's abuses and potential causes of action, including "A Roadmap for Digital Advertising Monopolization Case Against Google" ("Roadmap"), written by Fiona Scott Morton, a well-known antitrust economist and former top economist in the Department of Justice's Antitrust Division, and David Dinielli, former special counsel in the Department of Justice's Antitrust Division. The Roadmap identified 20 different ways in which Google may have violated the antitrust laws in the digital advertising market. Largely adapting this "Roadmap," Grand Atlas Tours, represented by Girard Sharp, filed its case on May 27, 2020—about 10 days *after* the Roadmap was released. *See Digital Advertising*, Dkt. 1. The Roadmap followed years of investigations across the globe into Google's conduct, which had been highly publicized and described in foreign enforcement actions.

Nor is it correct that "Girard Sharp has led the litigation since instituting it." Sharp Application at 7. Prior to the relation of the *Sweepstakes*, *Genius Media*, and *Sterling* cases, there were no publisher-centric claims or theories of anticompetitive conduct and harm in *Digital Advertising*. And for good reason: the amended complaint in *Digital Advertising* had *no* publisher plaintiff and, in fact, alleged that most of the anticompetitive harm was "largely borne by advertisers." *Digital Advertising* Am. Compl. ¶ 125. In other words, there was no publisher-centric litigation to lead before mid-December 2020 when the *Sweepstakes* and *Genius Media* complaints were filed.

III. A Plaintiffs' Discovery Committee is Appropriate for Coordinating Discovery Efforts and Will Address Any Concerns About Duplicative Efforts.

As described above, there are significant conflicts between the proposed publisher class and the proposed advertiser class that require the appointment of separate lead counsel. That does not mean, however, that the two groups cannot work together when appropriate. At the recent conference, the Court indicated that it would like to have a committee consisting of counsel for both publishers and advertisers to coordinate discovery on behalf of these different types of plaintiffs. *Digital Advertising*, Dkt. 84, Feb. 4, 2020 Hr'g Tr. 28:23–29:1. Proposed Interim Co-Lead Publisher Class Counsel commits to working with counsel for the advertiser class to coordinate discovery efforts between the two classes, which will promote efficiency and reduce the risk of duplicative litigation. The Sharp Application's reliance on *In re Pressure Sensitive Labelstock Antitrust Litig.*, No. 3:03-md-1556, 2007 WL 4150666, at *23 (M.D. Pa. Nov. 19, 2007), as an example of coordinated discovery by interim lead counsel, Sharp Application at 5, is misplaced. In that case, the court appointed four firms as Interim Co-Lead Counsel and a fifth firm as Liaison Counsel for the Plaintiff Class, but, unlike here, neither group had identified any conflict between different plaintiff groups. *Labelstock*, 2007 WL 4150666, at *22–23.

To be clear, although there are issues on which both of the proposed classes will want to conduct overlapping discovery, there already are divergent areas of inquiry that underlie the claims of each distinct class. For example, Google's abuse of its publisher Ad Server—a product that even Google concedes the advertiser plaintiffs do not use, *see Digital Advertising* , Dkt. 57 at 3—is central to the Publisher Plaintiffs' complaints. This further weighs in favor of appointing separate lead counsel to pursue discovery unique to one group while also appointing a discovery committee that can coordinate discovery efforts on those topics that are common to both groups.

CONCLUSION

For the foregoing reasons, Publisher Plaintiffs respectfully request that, pursuant to Rule 23(g)(3), this Court deny the Sharp Application as it relates to the leadership structure of the proposed publisher class and appoint Boies Schiller Flexner LLP, Korein Tillery LLC, and Berger Montague PC as interim co-lead counsel for the proposed publisher class, and also Kirby

McInerney LLP and Gustafson Gluek PLLC as members of Publisher Plaintiffs' Leadership Committee.

Dated: March 11, 2021

Respectfully submitted,

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**Pro Hac Vice* (*See* Dkt. 50)
***Pro Hac Vice* app. forthcoming

FILER'S ATTESTATION

Pursuant to Civil L.R. 5-1(i)(3), regarding signatures, I, Philip C. Korologos attest that concurrence in the filing of:

PUBLISHER PLAINTIFFS' OPPOSITION TO APPLICATION OF GIRARD SHARP LLP FOR APPOINTMENT AS INTERIM LEAD COUNSEL (*DIGITAL ADVERTISING*, DKT. 102)

has been obtained from each of the other signatories.

Dated: March 11, 2021

/s/ Philip C. Korologos
Philip C. Korologos